REMARKS

Claims 1-68 are pending in the instant application. Claims 1-68 have been rejected by the Examiner under 35 U.S.C. 102. Claims 1, 17, 18, 32-42, 50, 55, 59, and 65 have been amended. The Applicants submit that claims 1-68 are in condition for allowance and respectfully request reconsideration and withdrawal of the outstanding rejections. No new matter has been entered by this amendment.

Claim Rejections Under 35 USC § 102

Claims 1-68 have been rejected under 35 U.S.C. 102(b) as being allegedly anticipated by Ginter et al., U.S. Patent 6,658,568 B1 (hereinafter "Ginter"). "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. V. Union Oil Co. of California,* 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, "[t]he identical invention must be shown in as complete detail as is contained in the * * * claim." *Richardson v. Suzuki Motor Co.,* 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

The Applicants traverse the outstanding rejections because Ginter does not teach or suggest each and every element recited as required under 35 U.S.C. 102. Applicants' claim 1 has been amended in a non-narrowing manner to better clarify that which the Applicants regard to be the invention. Support for the amendment may be found throughout the Specification and the Figures.

As amended, claim 1 recites "negotiating a machine-interpretable service specification between all parties...defining said service specification to...identify a requestor and format of a service request, said request is adapted to contain information about an individual *who is not a party to the machine-interpretable service specification.*" Ginter and its progeny (U.S. Patent No. 5,982,891) disclose a "virtual distribution environment" (VDE) (see Ginter '568 col. 9, lines 33-58; Ginter '891 col 2, lines 21-35). As implied by its name, the goal of the VDE as taught by Ginter is to *distribute* electronic content to various entities over a network while protecting the ownership/proprietary "rights" of the participants

in the VDE network (e.g., content providers, licensing entities, copyright owners, etc.). Support may be found, for example, in Ginter '891, which teaches a method for "protecting rights of various participants in electronic commerce and other electronic or electronically-facilitated transactions" (col. 1, lines 20-23; col. 4, lines 31-46).

To this end, Ginter teaches a "commerce" model, or "Distributed Commerce Utility" (DCU) including commerce-enabling DCU systems (e.g., systems 90a-g shown in FIG. 1B that provide various administrative and support functions) for facilitating commerce-based activities. By contrast, the features recited in the Applicants claims seek to *prevent and/or minimize* the distribution of information such that only authorized entities (i.e., those parties who are defined in the service specification and are authorized via implementation of a service request) are provided with the information.

In addition, Ginter is devoid of teaching "negotiating a...service specification between all parties...[and] defining said service specification to conduct conditional processing steps required for said service request" as recited in Applicants' claim 1. Thus, the parties negotiate and agree upon a service specification which is defined to conduct conditional processing steps. The only control Ginter supplies to users with respect to services is the ability to control combinations and the distribution of services as disclosed in column 10, line 44 through column 12, line 2. Moreover, the negotiations as taught by Ginter are directed to the specific terms of a contract and not to the process by which a service request will be handled as recited in Applicants' claim 1.

In addition, the implementation of the service request processes as recited in Applicants' claim 1 are not handled in a distributed network architecture as taught in Ginter, but rather the implementation is facilitated by "providing a secure co-processor in said secure computation environment for processing said service request" whereby the secure computation environment is provided "in said host system" as recited in claim 1. In fact, column 7, lines 32-52 of Ginter teaches away from the Applicants invention in that the roles or processes defined by the Distributed Commerce Utility may be implemented by any combination of participants in the VDE network, which is precisely the type of behavior that the Applicants' invention, as recited in the claims, seeks to prevent. Ginter further teaches away from the Applicants' recited features by disclosing an extended, distributed capabilities

of the DCU processes, which provides the ability to distribute and delegate services (col. 10, line 62 – col. 11, line 8; col. 11, lines 55-62).

Ginter also fails to disclose a secure computation environment executing on the host system as recited in Applicants' claim 1. Rather Ginter teaches a protected processing environment executing on a user system (col. 7, lines 32-37). Accordingly, for at least these reasons, the Applicants submit that claim 1 is patentable over Ginter. Claims 2-16 depend from what should be an allowable claim 1. For at least these reasons, the Applicants submit that claims 2-16 are in condition for allowance. Reconsideration and withdrawal of the rejections of claims 1-16 is respectfully requested.

Claims 17 and 33-41 have been amended in a manner similar to that described above with respect to claim 1 (with limited exceptions to claims 33, 37, 40, 41, and 42 which recite a "contract" in lieu of a "service specification"). For at least the reasons outlined above with respect to claim 1, the Applicants submit that claims 17 and 33-41 are also in condition for allowance. Claims 18-32 depend from what should be an allowable claim 17 and, for at least this reason, it is believed that claims 18-32 are in condition for allowance. Accordingly, the Applicants respectfully request reconsideration and withdrawal of the rejections of claims 17-41.

Claims 42, 50, 55, 59, and 65 have also been amended in a similar manner as described above with respect to claim 1. However, claims 42, 50, 55, 59, and 65 recite features whereby the request contains information about an individual "who is not one of the service provider, client and at least one other party" in lieu of "who is not a party to the...service specification". For at least the reasons outlined above with respect to claim 1, the Applicants submit that claims 42, 50, 55, 59, and 65 are patentable over Ginter.

Notwithstanding, the Applicants submit that claims 42, 50, 55, 59, and 65 contain patentable material in and of themselves. Claims 42, 50, 55, 59, and 65 recite features directed to "matching." For example, claim 42 recites "determining, in accordance with said contract, whether a match exists between said first request and said data response...if a match results from said determining step, providing a notification of said match to said at least one other party" whereby the first request is adapted to contain information about an individual." Claims 50, 55, 59, and 65 recite similar matching processes. These features are not disclosed

in Ginter. The only reference to matching in Ginter '568 refers to identifying whether two clearinghouses are the same or whether already delivered content might be accessed (claims 1 and 19). In Ginter '891, a reference to matching is directed to comparing two control sets, which if matched, results in completion of the contract negotiation process (Figures 75A-B and related description). Thus, the minimal references to "matching" in Ginter are not synonymous with those as recited in Applicants' claim 42.

For at least these reasons, the Applicants submit that claims 42, 50, 55, 59, and 65 are patentable over Ginter. Claims 43-49 depend from what should be an allowable claim 42. Claims 51-54 depend from what should be an allowable claim 50. Claims 56-58 depend from what should now be an allowable claim 55. Claims 60-64 depend from what should be an allowable claim 59. Claims 66-68 depend from what should be an allowable claim 65. For at least these reasons, the Applicants submit that claims 43-49, 51-54, 56-58, 60-64, and 66-68 are in condition for allowance. The Applicants respectfully request reconsideration and withdrawal of the rejections of claims 42-68.

Additionally, in a previous Office Action dated December 14, 2004, the Examiner issued rejections under 35 U.S.C. 102 based upon U.S. Patent No. 6,099,408 to Schneier et al. ("Schneier"). The Applicants further submit that the claims as presented are neither anticipated by Schneier, nor rendered obvious over Ginter in view of Schneier. Schneier teaches a gaming system that utilizes random number generation to ensure the confident exchange of information with keys (Abstract, Figures 2, 3, and 5-18). Similar to the teachings of Ginter, Schneier lacks any explicit or suggestive teaching of a request adapted to contain information about an individual *who is not a party to the machine-interpretable service specification.*" Accordingly, for at least this reason, the Applicants submit that the combination of Ginter and Schneier would not produce the results as recited in the Applicants claims. As such, the claims as presented are patentable over both Ginter and Schneier, alone or in combination.
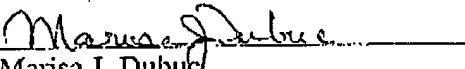
CONCLUSION

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that the claims herein should now be allowable to Applicants. Accordingly, reconsideration and allowance is requested. It is submitted that the foregoing amendments and remarks should render the case in condition for allowance.

Accordingly, as the cited references neither anticipate nor render obvious that which the applicant deems to be the invention, it is respectfully requested that claims 1-68 be passed to issue.

If there are any additional charges with respect to this Amendment or otherwise, please charge them to Deposit Account No. 50-0510.

Respectfully submitted,

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